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20 JOHNNY McFARLAND

21 UNITED STATES DISTRICT COURT
22 NORTHERN DISTRICT OF CALIFORNIA
23 SAN FRANCISCO DIVISION

24 JOHNNY MCFARLAND, on behalf of
25 himself and all others similarly situated,
26 Plaintiff,

27 vs.
28 GUARDSMARK, LLC, and Does 1
through 50, inclusive,

Defendant.

CASE NO. CV 07-03953 PJH

**JOINT STATEMENT OF UNDISPUTED
FACTS**

Judge: Honorable Phyllis J. Hamilton

1 Pursuant to this Court's Pretrial Instructions, the parties hereby submit this Joint
 2 Statement of Undisputed Facts.

3 IT IS HEREBY STIPULATED AND AGREED by Plaintiff and Defendant through their
 4 respective counsel of record, that the following facts may be taken as established:

5 1. Plaintiff Johnny McFarland is currently employed as a security guard by
 6 Defendant, Guardsmark LLC ("Guardsmark"). Plaintiff has been employed by Guardsmark in
 7 this capacity since November 2003. During his employment, Plaintiff McFarland periodically
 8 worked shifts in excess of ten (10) hours in a given day.

9 2. Plaintiff McFarland signed written agreements, such as Exhibit A, between
 10 McFarland and Guardsmark.

11
 12 DATED: January 7, 2008.

Respectfully Submitted,

13
 14 By: 

15 MARTIN D. BERN
 16 Martin.Bern@mto.com
 17 MUNGER, TOLLES & OLSON LLP
 18 Attorneys for Defendant, Guardsmark, LLC

19
 20 DATED: January 9, 2008

Respectfully Submitted,

21
 22 By: 

23 ROBIN G. WORKMAN
 24 QUALLS & WORKMAN, L.L.P.
 25 Attorneys for Plaintiff, Johnny McFarland

EXHIBIT A

REDACTED

REDACTED

GUARDSMARK®

MEAL PERIODS AGREEMENT

Industrial Welfare Commission Order No. 4-2000 contains the following statement regarding meal periods:

No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to.

I have read the above statement, and I agree that due to the nature of my employment as a Security Officer, at times I cannot be relieved of all duty during a meal period. I agree that when this occurs, such meal periods will be "on duty" meal periods and considered as on-the-job paid meal periods. I understand that I may, in writing, revoke this agreement at any time.

GUARDSMARK

By: Ginger B. Jamias, HRS

Signature and Title

Date: 11/04/03

By: Johanna McFarland (EMPLOYEE)

Date: 11-18-03

GINGER JAMIAS

Witnessed: HR Specialist

AK' D'MAKK-

Name JohnnY McFARLA. D
Address 500 Jackson st
City FairField Street CA Zip Code 94533

Company C

000600429

JOHNNY MCFARLAND
500 JACKSON ST #2
FAIRFIELD

CA 74533

Employee I

California Weekly Time Record

Pay Period ended 7-5 - 28 06

Client No.	Client	Shift	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total
124	N.BAY Auto Auction	12AM-8AM			8.75	8	8			24.75
124	N.BAY Auto Auction	8AM - 12PM			4		4		8	
124	N.BAY Auto Auction	8AM - 8PM	12						12.24	

Client No.	Code	Total Hours	Billed O.T. Hrs.	Unbilled O.T. Hrs.	Holiday Hrs.	NAS Hr/T Hrs
072401	56.75	.75	12	4		

Was all overtime billed? Yes No

Total hours for week 36.13

Mr

ab 100
MF 6011AS-CA

102

Johnny McFarland
Employee Signature

The above represents total hours worked by me during week specified

*** CODES (For Branch Use Only)**

Billed	Unbilled
01 Sec. Officer Hrs.	14 Training
19 Training	15 Polygraph
	17 Other

**The Employee's file number and other information
has been checked and is certified correct.**

Secretary's Initials

I understand and agree that the nature of my work for Guardsmark as a security officer prevents me from being relieved of all duty while at my post, and thus, for purposes of relevant wage orders and regulations, I agree that an on-duty on-the-job meal period is acceptable. I further understand that Guardsmark agrees to pay me for these on-the-job meal periods as it would for normal hours of work. I further understand that I may, in writing, revoke this agreement at any time.

Johnny McFarland
Employee Signature